

**THE IMMEDIATE SUPERVISOR'S
GUIDE**

FOR

**THE USAREUR/7A
ALTERNATIVE DISCIPLINE
PROGRAM**

THE IMMEDIATE SUPERVISOR'S GUIDE

GENERAL GUIDELINES

U.S. ARMY, EUROPE/7A
ALTERNATIVE DISCIPLINE

GENERAL GUIDELINES

Alternative Discipline (AD) programs have been established for a number of years in both the private and public sectors. The Army initiated its first program in the early 1990s, offering troubled employees the opportunity to improve their behavior and become motivated, productive workers. The AD program centers on providing these employees with an opportunity to voluntarily admit to their misconduct and commit to future improved behavior. In return for this pledge and the employee's waiver of grievance and appeal rights related to the incident, the immediate supervisor reduces the traditional misconduct penalty.

There are a number of advantages to an Alternative Discipline program. First, it strengthens the supervisory-employee relationship by affording the employee an opportunity to acknowledge his/her misconduct actions and commit to improved future behavior. Since participation in the program is less confrontational than the traditional process, the working relationship between the employee and the supervisor is reasonably maintained during the period of the disciplinary action. The employee can acknowledge the mistake, take part in the disciplinary process and move on to become a productive employee. Second, the expedited process involves less paperwork than the traditional process. One form serves for the agreement and all conditions are identified within this document. Lastly, the administrative and legal costs are reduced since the employee waives certain appeal and grievance rights in exchange for a reduced penalty. The potential for third party intervention is greatly reduced.

The USAREUR/7A's AD supports the Army's progressive discipline policies and furthers the maintenance of good order and proper discipline in the workplace. The USAREUR/7A AD program covers U.S. Army Appropriated Fund civilian employees who are not serving a trial or probationary period. It may be offered, at management's discretion, in any employee misconduct case that warrants a

traditional penalty up to removal. *No performance-based actions are covered under the program.*

AD will not be offered to employees in situations where the employee's continued presence in the workplace would pose a continued threat to the employee or others. Additionally, it will not be offered when the employee's misconduct is identified by statute and requires a specific penalty, e.g., willful misuse of a government-owned vehicle.

The immediate supervisor has the lead role in the disciplinary process. Once the need for discipline is established, the immediate supervisor will assess whether to offer USAREUR/7A AD to the employee. Consultation with the servicing Civilian Personnel Advisory Center (CPAC) is a requirement. The process will include consideration for fair and equitable treatment of subordinate employees.

General procedures for the USAREUR/7A AD program are contained in this "Immediate Supervisor's Guide". The offer of AD will occur prior to the initiation of any written formal traditional disciplinary action. Once the offer has been made and the employee's opportunity period for consideration has passed without mutual agreement, the offer should conclude. The immediate supervisor will proceed with the traditional process if no agreement is reached between the parties.

The immediate supervisor, with CPAC assistance, must meet with the employee to explain the program requirements and the individual commitments required by the employee and the supervisor. The employee will need to know that failure to abide by the conditions of the agreement may cause the initiation of the traditional penalty.

The employee will have a specific amount of time to consider the offer and may consult with a representative during this period. The employee may have a representative of their choosing, provided there is no conflict of interest.

The terms of the agreement will be shared with only the parties that have a need to know.

When the terms and conditions of the agreement have been fulfilled, the supervisor will sign the AD agreement to close out the case.

If purging of files is discussed as an agency commitment, consult your CPAC representative. Certain files may not be considered for purging; IG, CID, Security Investigations, MSPB or other litigation files, etc.

Care must be exercised in determining a proposed traditional penalty. The penalty in the AD agreement should match what would be proposed traditionally. If an additional charge is being considered after the initial offer of AD, then the AD agreement should be modified and re-offered to the employee.

Supervisors should consult their servicing CPAC and Legal Advisor if they are uncertain of whether to offer USAREUR/7A AD. While it is possible to offer an employee a second AD agreement for another or repeated offense, it is not recommended since the objective of discipline is to provide an opportunity for improved, sustained behavior. Regardless of the times offered, the agreement will serve to document the misconduct and can be used to support future disciplinary actions. If no agreement is reached, the immediate supervisor must revert to traditional disciplinary methods.

THE IMMEDIATE SUPERVISOR'S GUIDE

**PROCEDURES FOR OFFERING THE
ALTERNATIVE DISCIPLINE PROGRAM**

U.S. ARMY, EUROPE/7A
ALTERNATIVE DISCIPLINE

PROCEDURES TO OFFER ALTERNATIVE DISCIPLINE

Step 1. The immediate supervisor will determine if misconduct has occurred which warrants a formal disciplinary action. He/she will attempt to obtain and will consider the employee's side of the story prior to determining the course of action.

Step 2. If the evidence supports disciplinary action, the immediate supervisor will work with the CPAC representative to decide whether to offer USAREUR/7A AD to the employee. The CPAC representative must ensure the AD agreement is properly prepared and complies with program requirements.

Step 3. The immediate supervisor and CPAC representative will meet with the employee. If requested, the employee may be permitted a representative at the meeting, as long as there is no conflict of interest. The USAREUR/7A AD program will be discussed and the offer will be made to the employee. The employee will have at least three workdays to consider the proposed agreement. During this time, the employee may provide input as to the accuracy of the offense description, the proposed penalty, and the agreement conditions.

Step 4. After the period of consideration, the immediate supervisor and CPAC representative will meet with the employee to discuss the agreement and will attempt to reach consensus on the final agreement language. The parties should initial changes to the original agreement.

(a) If agreement is reached between the immediate supervisor and the employee, the parties will sign and date the document. A copy of the document will be provided to each of the parties. The required personnel actions will be prepared. A copy of the signed agreement will be posted on the left side of the employee's Official Personnel File (OPF).

(b) If agreement is not reached, traditional disciplinary action will be initiated and the employee will be afforded due process in accordance with applicable regulations.

Step 5. When all the conditions of the agreement have been met and the duration period has been satisfied, the agreement will be removed from the OPF. It will be signed and dated by the current immediate supervisor and a copy of the agreement (with completion of item #7, Final Disposition) will be provided to the affected employee.

THE IMMEDIATE SUPERVISOR'S GUIDE

THE ALTERNATIVE DISCIPLINE AGREEMENT

U.S. ARMY, EUROPE
ALTERNATIVE DISCIPLINE AGREEMENT

1. Voluntary acceptance of Agreement.

I, _____, voluntarily choose to accept the terms of this agreement in order to participate in the USAREUR Alternative Discipline (USAREURAD) program. I willingly admit to my misconduct described below and I accept responsibility for my behavior. I understand that if I do not choose to accept the terms of this agreement, management will propose a specific penalty under the *traditional discipline* process, and I will have the right to contest the action under grievance or appeal procedures, as appropriate.

2. Description of the offense(s):

3. Employee agreement and commitment:

a. I agree that my conduct was inappropriate and promise to improve my behavior in the future, particularly as it relates to the Joint Ethics Regulation, DoDD 5500.7-R, and the prohibitions listed, but not limited by, the Department of Army's Table of Penalties, in AR 690-700, Chapter 751.

b. I understand that the *proposed traditional penalty* will be pursued if I do not accept this agreement.

c. I acknowledge I have been afforded sufficient time to consider the terms of this agreement and to seek advice

from a representative of my choice, at no expense to the Government. I waive any and all claims for attorney fees.

d. I understand and freely agree to waive all grievance or appeal rights over matters related to this agreement, the penalty imposed under it, and any disciplinary action reinstated and taken as a result of my violating the terms of this agreement. This waiver includes, but is not limited to, Merit Systems Protection Board appeals, DoD Grievance procedure, and non-prospective EEO complaints. I willingly waive any and all right to grieve, appeal, file a complaint, or otherwise contest actions taken in relation to the conditions of this agreement. In signing this agreement, I hereby withdraw any and all of my current appeals, grievances, and/or EEO complaints pertaining to this matter.

e. This agreement may be relied upon to support more progressive disciplinary actions while it remains in effect. Employee violation of these terms, by commission of further misconduct of any nature, or failure to successfully complete all agreed upon terms, conditions, and commitments, will cause implementation of the traditional penalty, without advance notice or further due process.

f. Other employee commitment(s):

6. Agency agreement and commitment:

In consideration of the employee's acknowledgement of the misconduct and the employee's commitment to refrain from future misconduct, the agency agrees to limit the proposed traditional penalty of _____ to an alternate penalty of _____.

Other agency commitments:

6. Date offered: _____

6. Duration, Effect and Amendment. This agreement will remain in effect for a period of _____ years from the effective date, and will be filed in the OPF for this period. The effective date of this agreement is the date it is signed by the parties.

The parties hereby agree to the above terms, without additional modification or amendment (which must be written and signed by both parties to be valid). The employee has not been forced, coerced, or received any other inducement to sign this agreement.

Employee_____

DATE_____

Supervisor_____

DATE_____

7. Final Disposition of this Agreement: Met or Not met

Supervisor _____ Date _____

THE IMMEDIATE SUPERVISOR'S GUIDE

**THE DESCRIPTION OF THE
ALTERNATIVE DISCIPLINE**

AGREEMENT CONTENT

U.S. ARMY, EUROPE/7A
ALTERNATIVE DISCIPLINE

DESCRIPTION OF THE AGREEMENT CONTENT

The following information is provided to supplement USAREUR/7A AD agreement. Each item listed below corresponds to the AD agreement by item number.

Item 1. Voluntary acceptance of Agreement. The employee will not be forced or coerced into signing the agreement or induced by incentives not reflected in its terms. If the employee chooses to decline the offer of AD, the AD process ends. The immediate supervisor will pursue traditional discipline.

Item 2. Description of the offense(s). This part of the agreement describes the charges or issues of misconduct that the immediate supervisor believes will sustain a disciplinary action. An addendum may be used if additional space is required, but must be referenced in the body of the agreement.

Item 3. Employee agreement and commitment. The standard terms of agreement and commitment are provided for employee agreement and commitment. Additionally, the employee may agree and commit to other conditions of behavior improvement. An addendum may be used if necessary, but must be referenced in the body of the agreement.

Prospective (future) Equal Employment Opportunity (EEO) rights cannot be waived by the employee. The employee may waive EEO rights related to the immediate action.

Also, certain situations (i.e., age discrimination complaints) require specific statutory waiver language or they are not considered valid. Supervisors should consult their servicing CPAC for advice on issues that might affect the agreement, prior to the signing. The CPAC will coordinate all legal issues with the Legal Advisor.

Some examples of employee commitments that can be incorporated into an AD agreement at section 3f. are as follows:

a. I agree to contact the Employee Assistance Program Counselor within 48 hours after signing this agreement to arrange a personal evaluation. If recommended, I agree to participate in and successfully complete counseling identified by the EAP Counselor. No duty time will be authorized beyond the initial EAP evaluation. I will sign a consent form authorizing my supervisor to be informed by the EAP Counselor of my attendance and progress.

b. I agree to comply with the regulatory requirements for securing proper supervisory approval of leave.

c. I will make a special effort to report to work on time.

d. I will accumulate at least 40 hours of annual leave for emergency situations.

e. I agree to work with my fellow employees in the spirit of harmony and cooperation.

The following Websites are provided for employee reference, The Department of Army Table of Penalties is found at:

<http://www.cpol.army.mil/permis/5a111.html>

The Joint Ethics Regulation, DoDD 5500.7-R, is found at:

<http://web7.whs.osd.mil/html/55007r.htm>

Item 4. Agency agreement and commitment. The immediate supervisor determines the traditional penalty, with CPAC assistance, and the supervisor must agree with the alternate penalty if the employee proposes an alternate penalty. Both penalties are documented in the spaces that are provided at item 4.

Penalties -

For example, the immediate supervisor could propose a traditional penalty of a one-day suspension without duty and pay for a misconduct offense and offer an employee an alternate penalty of a one-year reprimand. The Agreement would serve as the reprimand document.

In another example, the immediate supervisor could propose a traditional penalty of a five-day suspension without duty and pay for a misconduct incident and offer the employee a few options:

a. The immediate supervisor could offer a one-day suspension without pay and duty. The SF-50 would show a one-day suspension and the Remarks would state, *"Employee is participating in the USAREUR/7A Alternative Discipline Program. Suspension is one-day without duty and pay."*

b. The immediate supervisor could offer a portion (e.g., one day) of the five-day suspension without duty and pay, but retain the total five-day suspension period for the record. The SF-50 would show a one-day suspension and the Remarks on the SF-50 would state, *"Employee is participating in the USAREUR/7A Alternative Disciplinary Program. For the Record, the total suspension period is five days, one day of which is without duty and pay."* There must be at least one day of suspension without duty and pay during the total suspension period to document a SF-50 suspension action. Otherwise, the action will not be retained in the OPF as a permanent part of the official record. Using the Agreement as a "paper suspension" is not encouraged because there will be no permanent documentation in the OPF. If a "paper suspension" is used, the immediate supervisor needs to understand that no permanent record (SF-50) would exist since there would be no actual loss in duty and pay.

c. The immediate supervisor and employee could agree to allow the employee to donate Annual Leave to a leave transfer candidate in lieu of the whole or a part of the proposed suspension period. The employee would be responsible for completing the paperwork related to the donation. The supervisor would only need evidence of the completed donation and must not be involved in the donation process. The employee must voluntarily donate the Annual Leave to the leave transfer candidate.

Other agency commitments -

Some examples of agency commitments that can be incorporated into an AD agreement at item 4 are as follows:

a. The agreement is limited to a one-year reprimand. This document will serve as the one-year reprimand notice.

b. The disciplinary action will be limited to a five day suspension of which one day will be without duty and pay. Your SF-50, Notification of Personnel Action, will be issued separately. For the remaining four days, you will suffer no loss of duty or pay, but the permanent record will reflect that a five-day suspension was imposed.

Other considerations -

Care must be exercised when agreeing to purge certain records, e.g., law enforcement investigative reports and files cannot be purged.

Once agreement has been reached between the immediate supervisor and the employee, the action is complete and there is no need to involve a deciding official. If agreement cannot be reached, then traditional discipline is pursued with a proposal notice, the employee's response, if any; and a decision memo based upon the case merits and any mitigating facts. The employee would be afforded complete due process.

Item 5. Date offered. This is the date that the parties meet and the offer of AD is officially made by the immediate supervisor to the employee.

Item 6. Duration, Effect and Amendment. The agreement duration is determined and documented at this item.

The date of the last individual's signature completes the agreement and makes it effective. There will be no changes after the final signature, and the agreement will be considered complete after the last signature.

The completed agreement will be filed on the left side of the OPF.

Item 7. Final disposition of this agreement. When all the conditions of the agreement have been met, the agreement will be removed from the OPF. It will be signed and dated by the current immediate supervisor and a copy of the agreement will be provided to the affected employee. This action will complete the final phase of the process.

THE EMPLOYEE'S GUIDE

TO

**THE USAREUR/7A
ALTERNATIVE DISCIPLINE
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GENERAL INFORMATION ABOUT THE ALTERNATIVE DISCIPLINE PROGRAM

U.S. ARMY, EUROPE/7A
ALTERNATIVE DISCIPLINE

GENERAL EMPLOYEE
INFORMATION

Your immediate supervisor is offering you an opportunity to participate in USAREUR/7A's Alternative Discipline (AD) program.

This program offers you a chance to voluntarily admit to your recent misconduct, and promise to correct and maintain a pattern of good behavior. In exchange for your promise of improved behavior and a waiver of your appeal and grievance rights, your immediate supervisor will offer you a reduced disciplinary penalty.

Your participation in the Alternative Discipline program is strictly voluntary. The program covers U.S. Army Appropriated Fund civilian employees who are not serving a trial or probationary period. It is offered, at management's discretion, in most employee misconduct cases that warrant a traditional penalty up to removal. *No performance-based actions are covered under the program.*

The Alternative Discipline program supports the Army's progressive discipline policies and furthers good order and proper discipline in the workplace. The completed AD agreement may be relied upon to enhance the penalty in any future acts of misconduct.

You will be given three workdays to consider the offer.

Once the opportunity to participate in the AD program is offered to you, mutual agreement must be reached between you and your supervisor on any and all terms, conditions, and commitments to be included in the agreement. You will not be forced or coerced into participating in the AD program or signing the agreement. If agreement cannot be reached, the immediate supervisor will proceed with the traditional disciplinary process.

The agreement will be maintained in your OPF for its duration. Failure to abide by the terms, conditions, and commitments of the agreement may cause the initiation of the traditional penalty, which the agreement was intended to replace.

When the terms, conditions and commitments of the agreement have been completely fulfilled, as determined by your current, immediate supervisor; the supervisor will request removal of the agreement from your OPF, and will sign and date the AD agreement to close out the case. You will receive a copy of the agreement with completion of item #7, Final Disposition.

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2. Description of the Offense(s):

3. Employee agreement and commitment:

a. I agree that my conduct was inappropriate and promise to improve my behavior in the future, particularly as it relates to the Joint Ethics Regulation, DoDD 5500.7-R, and the prohibitions listed, but not limited by, the Department of Army's Table of Penalties, in AR 690-700, Chapter 751.

b. I understand that the *proposed traditional penalty* will be pursued if I do not accept this agreement.

c. I acknowledge I have been afforded sufficient time to consider the terms of this agreement and to seek advice from a representative of my choice, at no expense to the Government. I waive any and all claims for attorney fees.

d. I understand and freely agree to waive all grievance or appeal rights over matters related to this agreement, the penalty imposed under it, and any disciplinary action reinstated and taken as a result of my violating the terms of this agreement. This waiver includes, but is not limited to, Merit Systems Protection Board appeals, DoD Grievance procedure, and non-

prospective EEO complaints. I willingly waive any and all right to grieve, appeal, file a complaint, or otherwise contest actions taken in relation to the conditions of this agreement. In signing this agreement, I hereby withdraw any and all of my current appeals, grievances, and/or EEO complaints pertaining to this matter.

e. This agreement may be relied upon to support more progressive disciplinary actions while it remains in effect. Employee violation of these terms, by commission of further misconduct of any nature, or failure to successfully complete all agreed upon terms, conditions, and commitments, will cause implementation of the traditional penalty, without advanced notice or further due process.

f. Other employee commitment(s):

4. Agency agreement and commitment:

In consideration of the employee's acknowledgement of the misconduct and the employee's commitment to refrain from future misconduct, the agency agrees to limit the proposed traditional penalty of _____ to an alternate penalty of _____.

Other agency commitments:

5. Date offered: _____

6. Duration, Effect and Amendment. This agreement will remain in effect for a period of _____ years from the effective date, and will be filed in the OPF for the period. The effective date of this agreement is the date it is signed by the parties. The parties hereby agree to the above terms, without additional modification or amendment (which must be written and signed by both parties to be valid). The employee has not been forced, coerced, or received any other inducement to sign this agreement.

Employee _____ DATE _____

Supervisor _____ DATE _____

7. Final Disposition of this Agreement: Met or Not met

Supervisor _____ **Date** _____

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Item 3. Employee agreement and commitment. The standard terms of agreement and commitment are provided for employee agreement and commitment. Additionally, the employee may agree and commit to other conditions of behavior improvement.

Prospective (future) Equal Employment Opportunity (EEO) rights cannot be waived by the employee. The employee, however, may waive present EEO rights related to the immediate action.

Some examples of employee commitments that can be incorporated into an AD agreement at section 4f. are as follows:

a. I agree to contact the Employee Assistance Program Counselor within 48 hours after signing this agreement to arrange a personal evaluation. If recommended, I agree to participate in and successfully complete counseling identified by the EAP Counselor. No duty time will be authorized beyond the initial EAP evaluation. I will sign a consent form authorizing my supervisor to be informed by the EAP Counselor of my attendance and progress.

b. I agree to comply with the regulatory requirements for securing proper supervisory approval of leave.

c. I will make a special effort to report to work on time.

d. I will accumulate at least 40 hours of annual leave for emergency situations.

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Item 4. Agency agreement and commitment. The immediate supervisor determines the traditional penalty and must agree with the alternative penalty.

Once agreement has been reached between the immediate supervisor and the employee, the action is complete.

If agreement cannot be reached, then traditional discipline is pursued with a proposal notice, the employee's response, if any; and a decision memo based upon the case merits and any mitigating facts. The employee would be afforded complete due process.

Item 5. Date offered. This is the date that the parties meet and the offer of the AD is made by the immediate supervisor of the employee.

Item 6. The parties' agreement. The date of the last individual's signature completes the agreement and makes it effective. There will be no changes after the final signature, and the agreement will be considered complete after the last signature.

The completed agreement will be filed on the left side of the OPF.

Item 7. Final disposition of this agreement. When all the conditions of the agreement have been met and the duration period has been satisfied, the agreement will be removed from the OPF. It will be signed and dated by the current immediate supervisor and a copy of the agreement (with completion of item #7, Final Disposition) will be provided